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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Fleet National Bank, as Agent
100 Federal Street
Boston, MA 02110

A national banking association

2. Name and address of receiving party:

Connell Limited Partnership
One International Place
Boston, MA 02110

A Delaware Limited Partnership

3. Nature of conveyance: Termination and Release of Trademark Collateral Security and Pledge Agreement

Execution date: October 30, 2001

4. Application numbers and registration numbers:

A. Trademark numbers:

See attached Schedule A.

12/05/2001 LUMELLER 00000194 543639

01 FC:481
02 FC:482

40.00 OP
200.00 OP

5. Name and address of party to whom correspondence concerning document should be mailed:

Julie Tamburo
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

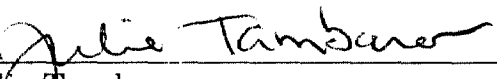
6. Total number of applications and trademarks involved: 9

7. Total fee enclosed: \$ 240.00

8. Deposit account number: Not applicable

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.



Julie Tamburo
October 30, 2001

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

Sent via U.S. Post Office Express Mail on November 2, 2001, Receipt No. EL 931220173

SCHEDULE A

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
Danly in Oval Design	543639	6/12/51
Danly in Oval Design	519406	1/3/50
IEM	1694005	6/16/92
MINI-CAM	1727058	10/27/92
MICROME	658774	2/25/58
IEM & DESIGN	1763414	4/6/93
YUBA	1405267	8/12/96

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
Y & DESIGN	75/592764	11/20/98
Danly IEM & Design, classes 6,7,17	75/582850	11/4/98

TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

CONNELL LIMITED PARTNERSHIP

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of October 30, 2001, by **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent"), in connection with the Amended and Restated Revolving Credit Agreement, dated as of May 1, 1998 (as heretofore amended, and in effect, the "Credit Agreement"), by and among Connell Limited Partnership, a Delaware limited partnership (the "Company"), certain affiliates of the Company, the Agent and the Banks listed on Schedule 1 thereto.

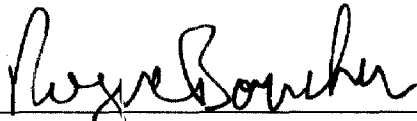
WHEREAS, in connection with the Credit Agreement, the Company and the Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of May 15, 2001 (the "Trademark Agreement"), which Trademark Agreement was recorded May 29, 2001 with the United States Patent and Trademark Office at Reel 002312, Frame 0333 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Company granted to the Agent a security interest in, and granted, assigned and conveyed to the Agent, by way of collateral security, the Company's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Company its right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Company, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

FLEET NATIONAL BANK.,
as Agent

By: 
Name: Roger Boucher
Title: Director

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of October, 2001 personally appeared Roger Boucher to me known personally, and who, being by me duly sworn, deposes and says that he is a Director of **FLEET NATIONAL BANK**, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said bank by authority of its Board of Directors, and said instrument to be the free act and deed of said bank.

Notary Public
My Commission Expires: 8/11/02

CONNELL LIMITED PARTNERSHIP'S TRADEMARKS

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